



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Central Builders, Inc.

File: B-229744

Date: February 25, 1988

DIGEST

Bid may not be corrected after bid opening where the bid submitted was the bid intended, even though it was later discovered that the bid was based upon an erroneous interpretation of the specifications.

DECISION

Central Builders, Inc. (CBI), protests the award of a contract under solicitation No. F44600-87-B-0101, issued by the Department of the Air Force for roofing repairs and installation of new vinyl siding on family housing units at Langley Air Force Base, Virginia. Bid opening was held September 23, 1987. CBI contends that the proposed awardee, Acme Roofing & Sheet Metal Company, should not have been allowed to correct its low bid upward.

We sustain the protest.

Acme submitted a bid in the amount of \$944,992, by far the lowest bid. The government estimate for the project was \$1,478,831, and the second low bid, submitted by CBI, was \$1,336,265. Because of the large discrepancy and suspecting that Acme had made a mistake in bid, the contracting officer requested verification of the bid.

In a letter dated October 5, 1987, Acme acknowledged that it had, in fact, made a mistake in the calculation of its bid price and requested that it be allowed to correct its bid or alternatively that it be allowed to withdraw. Acme has explained that the error occurred as a result of misreading the plans and specifications. The first page of the government drawings indicated that the drawings were reduced to a one-half scale of the actual dimensions of the project. An employee of Acme who participated in the preparation of the bid states that Acme was "missing" the first page of the drawings, and consequently was unaware that the dimensions on which it was basing its bid were only one-half of the

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actual dimensions. The protester points out that this oversight could have been avoided by visiting the job site or even making reasonable inferences from the specifications. For example, assuming as Acme apparently did, that the drawings were full size, the buildings depicted contained doors which were 3'6" high and 1'10" wide.

The Department of the Air Force subsequently permitted Acme to correct its bid by revising it upward to \$1,302,052. The Air Force based its determination upon examination of Acme's original worksheets, a floppy disk containing estimating information and two letters of explanation. From this information the Air Force concluded that Acme based its bid on exactly 1/2 of the square footage of vinyl siding at \$358,060, the Air Force permitted correction of the bid by addition of this amount to the \$994,992 bid as submitted, resulting in correction to \$1,302,052 (we note that the correction should have been \$1,303,052.)

The Air Force stated that this determination was made in accordance with Federal Acquisition Regulation § 14.406-3(a), which provides that a bidder may be permitted to correct a bid if "clear and convincing evidence establishes both the existence of the mistake and the bid actually intended." The agency argues here that this determination "should not be disturbed unless there is no reasonable basis for the decision." Vrooman Constructions Inc., B-226965.2, June 17, 1987, 87-1 CPD ¶ 606.

We conclude that there is no reasonable basis for the determination that Acme actually intended to bid \$1,302,052. Acme bid precisely the amount that it intended to, based on what it thought were correct specifications. It calculated its bid based on an incorrect premise, and there is absolutely no evidence that it intended to bid \$1,302,052 prior to bid opening. While it is obvious that there was a mistake made, correction is not available where a bidder bases its bid on particular judgments which ultimately are proven to be incorrect or unwise. See Sabre Communications Corp., B-227116, July 28, 1987, 87-2 CPD ¶ 101.

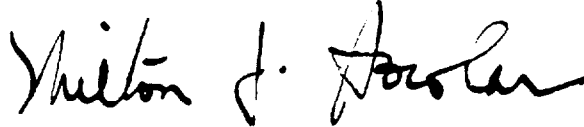
Acme's misinterpretation of the specifications is analogous to the situation where a particular item is never considered. Our decisions state that the rule allowing correction does not extend to situations where the bidder discovers the omission of a factor after bids are opened. J.W. Creech, Inc., B-191177, Mar. 8, 1978, 78-1 CPD ¶ 186. The basic rule was stated by us in 37 Comp. Gen. 650, 652 (1958):

" . . . bids may not be changed after they are opened, and the exception permitting a bid to

be corrected upon sufficient facts establishing that the bidder actually intended to bid an amount other than that set down on the bid form . . . does not extend to permitting a bidder to recalculate and change his bid to include factors which he did not have in mind when his bid was submitted. [T]o permit this would reduce to a mockery the procedure of competitive bidding required by law in the letting of public contracts."

The agency determination to allow Acme to correct its bid in this case was unreasonable under the standards and principles delineated above. Acme should be permitted to withdraw its mistaken bid and the contract should be awarded to CBI if that firm is found to be a responsible prospective contractor.

The protest is sustained.

A handwritten signature in dark ink, appearing to read "Milton J. Fowler". The signature is fluid and cursive, with the first name "Milton" being the most prominent.

Acting Comptroller General
of the United States